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## HARP RENTAL AGREEMENT

### 30 STRING HARP Please circle applicable rental period

Three monthly rental (quarterly)	Six monthly rental	Value of instrument	Date of rental commencement and damage deposit payment:
\$200 per 3 months	\$300 per 6 months	\$1,670	_____

#### Rental terms and payment conditions (two pages)

1. The customer accepts all liabilities directly and indirectly associated with the rental of the instrument, and agrees to hold harmless Harps Australia and its associates from any action, damage, or loss arising out of the use or misuse by themselves or other parties, knowingly or unknowingly of the instrument, the tuning handle, or chromatic tuner (henceforth known as the "Accessories").

2. In exchange for the use of this instrument and its Accessories, the Renter agrees to pay the nominated amount of rent indicated above to Harps Australia, by automatic deduction payments as arranged through Ezi Debit Australia Pty. Ltd. and their DDR Service Agreement each three or six monthly term in advance, as per the Service agreement. Renter accepts that a \$20.00 dishonored payment fee incurs for each payment attempt.

3. The rental instrument, tuning key and chromatic tuner remain the property of Harps Australia at all times.

4. The Renter agrees to submit a refundable damage/loss deposit by way of a \$250 cheque known as the Damage/Loss Deposit, written out to Harps Australia prior to the commencement of the first rental period. Harps Australia will deposit this cheque into a separate damage/loss Deposit Account.

5. When the instrument and its Accessories are returned in good condition, at the end of the contracted rental period by the Renter to Harps Australia's rental office or to a mutually agreed upon pick-up destination, Harps Australia will refund the Damage/Loss Deposit in full to the Renter.

6. The charge for a lost or damaged tuning key is \$35. The Renter agrees that this charge may be withdrawn from the Renter's damage deposit should the tuning key be lost or damaged.

7. The charge for lost or damaged chromatic tuners is \$60. The Renter agrees that this charge may be withdrawn from the Renter's damage deposit should the chromatic tuner become lost or damaged. The Renter is responsible for battery replacement, when necessary.

8. The Renter agrees that their Damage/Loss Deposit monies held in Harps Australia's Damage Deposit Account will be made available to Harps Australia in the event that:

a) the instrument and/or its Accessories, are returned in a damaged condition. Harps Australia reserves the right, at its sole discretion, to withhold any portion of the Damage/Loss Deposit that Harps Australia assesses as needed to repair the instrument and/or its Accessories due to damage sustained during the rental period.

b) there is unpaid rent owing upon return of the instrument, including any time the instrument is not returned to Harps Australia beyond the time of the agreed upon rental period. This amount of rental will be pro-rated to the date of return plus a \$50 late fee. In these circumstances, the Renter agrees that these monies will be withheld by Harps Australia from their damage deposit.

c) if the instrument and/or its accessories remain unreturned for a period of more than 30 days from the expiry of the rental period; in this event, the renter agrees to compensate Harps Australia for the full stated value of the instrument and its accessories inclusive of, and above and beyond the Damage Deposit monies.

9. If pick-up of the rental instrument by Harps Australia becomes necessary due to late payments, or by the Renter's request, the Renter agrees that a \$50 pick-up fee will be charged by Harps Australia and be withdrawn from the customer's damage deposit. This fee can be varied at the discretion of Harps Australia to recover all travel costs to the company. The Renter will arrange and allow a mutually agreed upon time for the harp to be picked up by Harps Australia from the address of residence given by the Renter on the rental form, and the rental period will be deemed to continue until the completed return of the instrument.

10. The Renter is responsible to pay Harps Australia the replacement costs of the instrument or repair costs, whichever is the lesser amount as determined by Harps Australia, should the instrument be damaged in any way, lost or stolen during its rental period. Harps Australia must be notified within 48 hours of any loss or damage to the instrument.

11. The initial rental payment period will be paid by the Renter after the Rental Agreement has been agreed to and legally signed (the signatory must be over the age of 18 years) by both the Renter and Harps Australia, and after the Renter has signed the Direct Debit authorization and DDR Service Agreement and the Renter’s bank and credit details have been verified by Ezi Debit Australia Pty.Ltd. All rental monies paid are non-refundable if the contract is cancelled by the Renter, unless satisfactory mutual agreement is reached between Harps Australia and the Renter.

12. Subsequent rental periods must be paid on or before the beginning of the next rental period date is due to begin, and will be withdrawn from the Renter’s account as per the Direct Debit Service Agreement, and by the Rental Contract, whether or not reminder notices from Harps Australia or Ezi Debit Australia Pty. Ltd. are given to or received by the Renter.

13. Harps Australia reserves the right to demand the return of this instrument at any time. In that event, the rent will be pro-rated to the date of return. The Renter agrees to return the instrument to the office of Harps Australia at the Renter’s expense, or at the expense of Harps Australia by mutual agreement.

14. The Renter agrees to maintain the instrument in its initial good condition as at the start of the rental period including repairs at the expense of the Renter if the instrument is damaged.

15. The Renter agrees to return the rental instrument, and the Accessories to Harps Australia in satisfactory condition at the expiration of this contract.

16. Harps Australia remains responsible for all normal maintenance of the instruments, including costs of string replacement due to normal use.

17. The Renter acknowledges that he/she has rented the instrument for his/her own personal use or the use of their child, and the Renter further acknowledges that he/she may not lease, sell, loan, pawn or otherwise dispose of this instrument at any time, nor allow knowingly or unknowingly a third party to use, lease, sell, pawn or otherwise dispose of this instrument.

18. If the Renter chooses to return the instrument and its Accessories before the paid rental period concludes, the Renter agrees to pay the rental charges to Harps Australia for the full rental period.

19. Termination of this agreement does not preclude Harps Australia from recovering any amounts of money outstanding for rental payments owed, or for claiming expenses for damages to or loss of the instrument, the tuning key, or chromatic tuner.

20. Renter’s signature below indicates that the Renter has read, understood and agreed to all conditions of this contract, and that the Renter will notify Harps Australia within 7 days of any changes in the information supplied by the Renter in this Agreement.

Renter’s Signature (the signer is over 18 years old):

\_\_\_\_\_ Date \_\_\_\_\_

Name(print) \_\_\_\_\_ Phone \_\_\_\_\_

e-mail \_\_\_\_\_ Drivers License \_\_\_\_\_

Address \_\_\_\_\_

Harp Teacher \_\_\_\_\_

Additional contact name, phone number and relationship **(must live at a different address):**

Name \_\_\_\_\_:Phone \_\_\_\_\_

Relationship \_\_\_\_\_ Address \_\_\_\_\_

This rental agreement is intended to ensure the safety of the above instrument and to protect Harps Australia in the event that damage or loss does occur. Please call us immediately if any maintenance problems occur.